authority. Said AILSHIE, J., in deciding it: "The wife is entitled to these necessaries at her husband's expense but if he neglects to furnish them and she is not able to secure them on his credit and could do so on the faith of her own promise to pay the bill, she is certainly entitled to secure them in that manner." The reasoning in *Byrnes* v. *Rayner,* 84 Hun 199, 32 N. Y. Supp. 542, is typical of those cases which deny a judgment against the husband. The case arose under LAWS OF NEW YORK OF 1884, c. 381, giving married women capacity to contract and the court say: "When, therefore, she avails herself of the powers and privileges conferred by that statute by making an express contract in her own name, even for her necessaries, she would no longer be deemed to be acting as the agent of her husband in providing such support, nor would there be any implied agreement on his part, such as existed at common law, to pay for such necessaries."

INJUNCTION—CALLING OF AN ELECTION.—A petition under the initiative and referendum law was filed asking that two proposed ordinances providing for the granting of a franchise for a street railway and for the leasing of the electric light plant be submitted to a vote of the people if not passed by the commissioners. A taxpayer brought an action to enjoin the holding of the election on the ground that the city had no power to lease the plant and that there were irregularities in the petition and ordinances making the latter void. *Held,* the court will not enjoin the calling and holding of an election. *Duggan* v. *City of Emporia* (Kan. 1911) 114 Pac. 235.

Equity has no jurisdiction to enjoin the holding of an election legally and properly called. *Sherlock* v. *Dist. Court,* 39 Colo. 41, 88 Pac. 396; *Harris* v. *Schryock,* 82 Ill. 119. Nor will the court ordinarily issue an injunction to prevent the holding of an illegal election. *Fesler* v. *Brayton,* 145 Ind. 71; *Weber* v. *Timlin,* 37 Minn. 274. Elections belong to the political branch of the government and are beyond the control of the judicial power. *Guebelle* v. *Epley,* 1 Colo. App. 199; and where the election is one in which a public officer is involved the legality of the election is a question for the court in quo warranto. *People* v. *Galesburg,* 48 Ill. 485. It seems, however, that under some circumstances an injunction will issue to restrain the holding of an election. Where there is some threatened irreparable damage to the person or to the property of those seeking the remedy, an injunction will issue, *Jones* v. *Black,* 48 Ala. 540; *Murfreesboro R. Co.* v. *Hertford Co.,* 108 N. C. 56. And where the election is not one in which a public officer is involved and the election would be void, causing unnecessary and improper expense, a tax payer or other person who will be injured thereby is entitled to an injunction. *Macon* v. *Hughes,* 110 Ga. 795; *Solomon* v. *Fleming,* 34 Neb. 40. It has also been held that an election may be restrained if it is in violation of the constitution and the laws. *Conner* v. *Gray,* 88 Miss. 489; Contra, *Holmes* v. *Oldham,* 1 Hughes (U. S.) 76; *Fesler* v. *Brayton, supra.* In Louisiana it was decided that an injunction will not issue to restrain the holding of an election to decide whether a tax shall be levied for the use of the railway company on the ground that the act under which the election was held was unconstitutional. *Roudanez* v. *New Orleans,* 29 La. Ann. 271. But in

the later case of *Layton* v. *Monroe*, 50 La. Ann. 121, an injunction was issued to restrain the holding of an election on the question of the extension of the corporate limits of a municipality where it appears that the requisites prescribed by the statute as conditions precedent to the holding of an election have not been complied with.

INJUNCTION—PERSUASION OF SERVANTS TO LEAVE EMPLOYMENT.—The defendant, a labor union, attempted to induce and persuade by peaceable means the employees of complainant to quit their employment. The complainant filed a bill for injunction. *Held*, an injunction should be granted even though there were no binding contract of service but a mere service at will. That the statute of the state providing that "it shall not be unlawful for two or more persons to unite, combine or bind themselves by oath, covenant, agreement, alliance or otherwise to persuade, advise or encourage by peaceable means any person or persons to enter into any combination for or against leaving or entering into the employment of any person, persons or corporations," did not protect the defendant. (GARRISON, SWAYZE, MINTURN, and BOGERT, JJ. dissenting.) *George Jonas Glass Co.* v. *Glass Bottle Blowers' Ass'n.* (N. J. Eq. 1911) 79 Atl. 262.

As a general rule labor has the right to organize to secure control of a trade or work connected therewith and in the absence of a breach of contract or the use of violence, intimidation, or coercion, acts by which it endeavors to effect such purpose will not be enjoined on the ground that it may be injurious to individual business. 24 Cyc. 830; *National Protective Assoc.* v. *Cumming*, 170 N. Y. 315, 63 N. E. 369, 88 Am. St. Rep. 648, 58 L. R. A. 135. An injunction will not be granted against striking employees to prevent their using peaceful entreaty and persuasion to induce others to leave the employment of another where no intimidation is used. *Consolidated Steel Co.* v. *Murray*, 80 Fed. 811; *Standard Tube Co.* v. *Union*, 7 Oh. N. P. 87; *Everett Co.* v. *Union*, 105 Va. 188, 53 S. E. 273, 5 L. R. A. (N. S.) 792. If, however, an attempt is made to induce a party to violate a contract to render services, equity will interfere by injunction if the damage is irreparable. *Erdman* v. *Mitchell*, 207 Pa. St. 79, 56 Atl. 327, 99 Am. St. Rep. 783, 63 L. R. A. 534; *Carroll* v. *Chesapeake Co.*, 124 Fed. 305. In Massachusetts, it seems that persuading employees to quit their employment whether under contract or not will be enjoined. *Vegelahn* v. *Guntner*, 167 Mass. 92, 35 L. R. A. 722, 57 Am. St. Rep. 443, 47 N. E. 1077. Also, one using threats, intimidation, violence, abusive, or violent language to persuade employees to leave their employment will be enjoined. *Southern Ry. Co.* v. *Union*, 111 Fed. 49. But in so far as the principal case enjoins the defendant from persuading by peaceful means the employees of the complainant, who are not under contract, to quit, it is against the weight of authority.

MASTER AND SERVANT—NO "CONSTRUCTIVE SERVICE" AFTER WRONGFUL DISCHARGE.—P. was employed by D. for eighteen weeks at $25.00 per week, payable weekly. At the end of the ninth week P. was discharged without cause, and paid her wages in full to that date. At the end of the following week P. sued before a justice of the peace for a week's wages and recovered a